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November 21, 2000

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VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Interconnection Agreement Negotiations Between AT&T
Communications of the South Central States, Inc. TCG MidSouth, Inc.
and BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. § 252
Docket No. 00-00079*

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of the Joint Issues Matrix. Counsel for AT&T has requested that BellSouth make this filing on AT&T's behalf. Copies of the enclosed are being provided to counsel of record for AT&T.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

11/21/00

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	Issue	AT&T Position	BellSouth Position
1.	Should calls to Internet service providers be treated as local traffic for the purposes of reciprocal compensation? (Attachment 3)	ISP calls should be treated as local traffic for purposes of reciprocal compensation. AT&T still incurs the cost of the ISP Traffic over its network. Additionally, such calls are treated as local under BellSouth's tariffs and the FCC has treated ISP Traffic as intrastate for jurisdictional separation purposes.	No. The FCC has definitively determined that ISP traffic is interstate in nature. Therefore, such traffic should not be treated as local for purposes of reciprocal compensation. The parties should track the minutes of ISP traffic exchanged and true up the amount of compensation owed, if any, based on an effective rule promulgated by the FCC.
2.	What does "currently combines" mean as that phrase is used in 47 C.F.R. §51.315(b)? (UNE's Attachment 2)	The Commission should allow AT&T to provide telecommunications services to any customer using any combination of elements that BellSouth routinely combines in its own network and to purchase such combinations at TELRIC rates. BellSouth should not be allowed to restrict AT&T from purchasing and using such combinations to only provide service to customers who currently receive retail service by means of the combined elements. This is the only interpretation of the term "currently combines" that is consistent with the nondiscrimination policy of the Act and which will promote rapid growth in competition in the local telephone market.	In the FCC's <i>Third Report and Order</i> , the FCC confirmed that BellSouth presently has no obligation to combine network elements for CLECs when those elements are not currently combined in BellSouth's network. The FCC rules, 51.315(c)-(f), that purported to require incumbents to combine unbundled network elements were vacated by the Eighth Circuit Court of Appeals and were not appealed to or reinstated by the Supreme Court. The question of whether those rules should be reinstated is pending before the Eighth Circuit, and the FCC explicitly declined to revisit those rules at this time. <i>Third Report and Order</i> , ¶ 481. The FCC also confirmed that when unbundled network elements, as defined by the FCC, are currently combined in BellSouth's network, BellSouth cannot separate those elements except upon request. 47 C.F.R. § 51.315(b). For example, when a loop and a port are

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			<p>currently combined by BellSouth to serve a particular customer, that combination of elements must be made available to CLECs. According to the FCC, requesting carriers are entitled to obtain such combinations "at unbundled network element prices." <i>Id.</i> at ¶ 480.</p> <p>There is no legal basis for the TRA to adopt an expansive view of "currently combined" so as to obligate BellSouth to combine elements for CLECs. As the FCC made clear in its <i>Third Report and Order</i>, Rule 51.315(b) applies to elements that are "in fact" combined. <i>See id.</i> ¶ 480 ("To the extent an unbundled loop is in fact connected to unbundled dedicated transport, the statute and our rule 51.315(b) require the incumbent to provide such elements to requesting carriers in combined form"). The FCC declined to adopt the definition of "currently combined," that would include all elements "ordinarily combined" in the incumbent's network. <i>Id.</i> (declining to "interpret rule 51.315(b) as requiring incumbents to combine unbundled network elements that are 'ordinarily combined' ...").</p>
3.	Should BellSouth be permitted to charge AT&T a "glue charge" when BellSouth combines network elements? (UNE's, Attachment 2)	BellSouth should not impose any additional charge on AT&T for any combination of network elements above the TELRIC cost of the combination.	See BellSouth's response to Issue 2, which is incorporated herein by reference as fully as if set out in its entirety.

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4.	Under what terms, and conditions may AT&T purchase network elements or combinations to replace services currently purchased from BellSouth tariffs? (UNEs, Attachment 2)	Pursuant to FCC Orders, AT&T is permitted, under certain conditions, to purchase network elements and combinations to replace services currently purchased from BellSouth tariffs. The terms and conditions would be those applicable to the tariff. The rate would be the TELRIC cost to do a record change in BellSouth's OSS, plus the recurring price of the appropriate network elements or combinations. BellSouth should not be permitted to place obstacles in the way of AT&T's ability to convert such services to network elements and combinations as easily and seamlessly as possible. Appropriate terms and conditions must also be ordered to ensure that AT&T is able to replace services with network elements/combinations of network elements.	Without waiver of its ability to avail itself of any available legal remedies, and in conformance with the guidelines set forth by the FCC in CC Docket No. 96-98 UNE Remand Orders dated Nov. 5, 1999 and Nov. 24, 1999, BellSouth will convert services currently purchased on a month to month basis by AT&T, or a BellSouth end user changing its service provider to AT&T, to the extent possible on a mechanized basis at a record change charge. As to services provided to AT&T or to a BellSouth end user changing its service provider to AT&T under a volume and term agreement or other contract basis, BellSouth will convert the services to the UNEs ordered by AT&T upon AT&T's payment of the appropriate early termination liabilities set forth in the volume and term agreement or contract.
5.	How should AT&T and BellSouth interconnect their networks in order to originate and complete calls to end-users? (Local Interconnection, Attachment 3)	AT&T and BellSouth should interconnect on an equitable basis, which is hierarchically equivalent, and not maintain the imbalanced situation where AT&T incurs the expense of connecting throughout BellSouth's network, while BellSouth incurs the much lower cost of connecting at the edge of AT&T's network. AT&T's proposal also avoids use of limited collocation space that is better used for other purposes such as interconnection to UNE loops and advanced services. AT&T's proposal requires the two parties to work out a transition plan to "groom" the two networks.	BellSouth offers interconnection in compliance with the requirements of the FCC rules and regulations as well as any state statute or regulation. Interconnection can be through delivery of facilities to a collocation or fiber meet arrangement or through the lease of facilities. Interconnection for AT&T originated traffic must be accomplished through at least one interface within each BellSouth LATA and may be at an access tandem or local tandem. BellSouth, at its option,

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			<p>may designate one or more interfaces on its network for the delivery of its originating traffic to AT&T. BellSouth should not be required to incur additional unnecessary cost as a result of the selection of interconnection points by AT&T. If AT&T requires BellSouth to haul BellSouth originating traffic from the originating local calling area to a point of interconnection outside that local calling area, AT&T should be financially responsible for the facilities necessary to accomplish this.</p>
6.	<p>What terms and conditions should apply for AT&T to gain access to and use BellSouth facilities to serve multi-unit installations? (UNE's Attachment 2)</p>	<p>BellSouth should cooperate with AT&T, upon request, in establishing a single point of interconnection on a case-by-case basis at multiunit SPOI installations. Where such points of interconnection do not exist, BellSouth should construct such single points of interconnection. The single point of interconnection should be fully accessible by AT&T technicians without the necessity of having a BellSouth technician present.</p>	<p>Without waiver of its ability to avail itself of any available legal remedies, BellSouth will perform in conformance with the guidelines of 47 CFR §51.319(a)(2)(E) as set forth by the FCC in CC Docket No. 96-98 UNE Remand Order. BellSouth disagrees with AT&T's reading of the FCC's Order to require all local service providers, including BellSouth, to access sub-loop elements in exactly the same manner. The Order requires BellSouth, if the parties cannot agree otherwise, to establish a single point of interconnection accessible by multiple, but not necessarily all, local service providers. BellSouth is not required to provide CLECs identical access to its network as it uses for itself. This is true not only for unbundled sub-loop elements but for all unbundled network elements. BellSouth has</p>

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			proposed the use of an access terminal as a reasonable means of giving CLECs the access to unbundled sub-loop elements without sacrificing the security and reliability of the network which would result were AT&T's proposed form of access to be adopted.
7.	Should AT&T be permitted to charge tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch? (Local Interconnection, Attachment 3)	Yes. When AT&T's switches serve a geographic area comparable to that served by BellSouth's tandem switch, then AT&T should be permitted to charge tandem rate elements.	AT&T must demonstrate to the TRA that (1) its switch serves a comparable geographic area and that (2) its switch performs functions similar to those performed by BellSouth's tandem switch. Simply being capable of serving a comparable geographic area or of performing tandem switching functions is not sufficient evidence.
8.	What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to AT&T? (UNEs, Attachment 2)	The coordinated cut-over process proposed by AT&T should be implemented to ensure accurate, reliable, and timely cut-overs. BellSouth's proposed process does not ensure that customers switching from BellSouth to AT&T receive the same treatment that BellSouth customers receive. Moreover, BellSouth does not follow its own process.	The coordinated cut-over process proposed by BellSouth does ensure accurate, reliable and timely cut-overs. BellSouth's current SQMs measure BellSouth's performance in this area and sufficiently demonstrate that AT&T customers switching from BellSouth receive non-discriminatory treatment.
9.	What is the appropriate treatment of outbound voice calls over Internet protocol ("IP") telephony, as it pertains to reciprocal compensation? (Local Interconnection, Attachment 3)	Until the FCC issues rules on how IP Traffic is to be treated, no restrictions should be imposed. Further, there is no way to measure and record such Traffic as requested by BellSouth. In any event, this is not a proper subject for negotiation in an interconnection agreement. Finally, BellSouth has raised an issue dealing with access charges and their application to certain traffic that travels over IP technology. Access charges are not an issue that should be addressed in arbitration.	As with any other local traffic, reciprocal compensation should apply to local telecommunications provided via IP Telephony, to the extent that it is technically feasible to apply such charges. To the extent, however, that calls provided via IP Telephony are long distance calls, access charges should apply, irrespective of the technology used to transport them.

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10.	Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict AT&T's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer? (UNEs, Attachment 2)	No. The total number of lines served to all of the customer's locations should not be aggregated. If a customer, for example, has several locations, each served by 3 lines or less, AT&T should be entitled to purchase local circuit switching from BellSouth to serve each of the locations.	Yes. The rule is clear - if BellSouth has met the regulatory requirements, and AT&T's customer has four or more lines, all within the confines of Density Zone 1 in a top 50 MSA, BellSouth does not have a statutory obligation to provide AT&T with access to its circuit switching at 47 USF §252(d) rates. All of the lines provided to a customer, including those at every location (where the customer has multiple locations), can be aggregated to relieve BellSouth of its obligation to provide circuit switching at UNE rates.
11.	What are the appropriate intervals for the delivery of collocation space to AT&T? (Collocation, Attachment 4)	FCC rules require that BellSouth provide collocation within intervals no greater than the best practice intervals of other ILECS. Accordingly, BellSouth should provide collocation within the following intervals: (1) virtual and cageless: 60 calendar days; and (2) Physical (caged): 30 calendar days if AT&T does the construction; and 90 calendar days if BellSouth does the construction. In the event of unforeseen circumstances, BellSouth should apply to the SCPSC for suspension of or relief from the intervals.	BellSouth proposes the following intervals for physical collocation in accordance with the FCC's Order. These intervals are consistent with the intervals and procedures set forth in the FCC's Order. The TRA should determine that physical collocation provisioning intervals would be no greater than 90 calendar days for caged and cageless collocation from the date of application. In addition, the TRA should require provisioning intervals of 50 calendar days for virtual collocation under ordinary conditions, and 75 calendar days under extraordinary conditions.
12.	When AT&T and BellSouth have adjoining facilities in a building outside BellSouth's central office, should AT&T be able to	Yes. When BellSouth and AT&T facilities are in close proximity, in order to achieve network efficiency, AT&T should be able to cross connect its network directly from its space to BellSouth's space without having to purchase collocation space from	No. AT&T's proposal has the effect of expanding the definition of premises beyond that which is required by the FCC regulations or that which is necessary. AT&T simply

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	purchase cross connect facilities to connect to BellSouth or other CLEC networks without having to collocate in BellSouth's portion of the building? (Collocation, Attachment 4)	BellSouth.	wishes to take advantage of its former corporate ownership of BellSouth. BellSouth's agreement to AT&T's terms would cause BellSouth to provide AT&T with more favorable treatment than other new entrants.
13.	Is conducting a statewide investigation of criminal history records for each AT&T employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on AT&T? (Collocation, Attachment 4)	No. These requirements are unreasonable and are inconsistent with the examples of measures found by the FCC to be reasonable, e.g. ID badges, security cameras, cabinet enclosures, and separate central building entrances. Such requirements are excessive, increasing collocation costs without providing additional protection to BellSouth. Moreover, such requirements are discriminatory as applied to AT&T because of its collective bargaining agreements. Further, AT&T is willing to indemnify BellSouth, on a reciprocal basis, for any bodily injury or property damage caused by AT&T's employees or agents.	Yes. BellSouth performs criminal background checks on its employees prior to hiring and as such can require AT&T to do the same in order for AT&T to have unescorted access to the central offices and other premises that house the public switched network. Such security requirements are reasonable in light of the assets being protected as well as the number of new entrants and other telecommunications carriers relying on the integrity and reliability of BellSouth's network. AT&T's offer to indemnify BellSouth for bodily injury or property damage is not sufficient in light of the asset at risk.
14.	Has BellSouth provided sufficient customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance ("OS/DA") as a UNE? (UNEs, Attachment 2)	No. BellSouth does not provide AT&T adequate customized routing. BellSouth has not provided sufficient information on its untested AIN solution, including rates. If BellSouth's proposal is line class codes ("LCC's"), this solution may not be viable in every central office. Thus, until these methods are proven viable, AT&T may purchase OS/DA as an unbundled network element.	Yes. BellSouth has available both an AIN solution for customized routing as well as the LCC solution that was advocated by AT&T during the last round of arbitrations. AT&T participated in testing BellSouth's AIN customized routing solution.
15.	What procedure should be established for AT&T to obtain	BellSouth should accept from AT&T two types of orders, 1) an Infrastructure Provisioning Order and 2) a Customer Specific Provisioning	BellSouth has proposed a procedure whereby AT&T can order loop/port combinations using

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	<p>loop-port combinations (UNE-P) using both Infrastructure and Customer Specific Provisioning? (Attachment 7)</p>	<p>Order. The Infrastructure Provisioning Order (which consists of an Infrastructure Footprint Form and an Operator Services and Directory Assistance Questionnaire) notifies BellSouth of the common use of Network Elements and Combinations that AT&T will require geographically by End Office, Rate Center, LATA or State. The Footprint Order should be acknowledged within 24 hours and responded to within 5 business days thereafter. The Customer Specific Provisioning Order should be the LSR. LSRs for UNE-P should be received electronically, provided with ordering flow-through and provisioned at parity with BellSouth retail. Electronic LSRs with flow through ordering should be available for orders using either an unbranded or an AT&T branded platform.</p>	<p>BellSouth OS/DA platform and AT&T branding. BellSouth is not opposed to AT&T making a one-time designation to BellSouth to have all of AT&T's end user calls routed to the appropriate OS/DA platform. AT&T, however, refuses to make a single designation and seeks instead a variety of OS/DA routing plans. Therefore, AT&T should be required to populate the appropriate Line Class Code on the LSR submitted to the LCSC. If AT&T decided upon, and communicated, a single OS/DA routing plan, then BellSouth could determine the appropriate Line Class Code and AT&T would not be required to provide such code on the LSR. AT&T will not, however, make such a designation.</p>
16.	<p>Should the Commission or a third party commercial arbitrator resolve disputes under the Interconnection Agreement? (General Terms & Conditions)</p>	<p>More issues will arise now that AT&T is entering the market and will need to be resolved quickly. These issues will be more business oriented and less policy oriented, and thus, more appropriately handled by commercial arbitrators. The parties should continue to have the right to resolve operational issues in a commercial forum on an expedited basis; thereby, limiting the customer-affecting impact of any such disputes.</p>	<p>This issue is not an appropriate subject for arbitration because it does not address any obligation imposed upon BellSouth by the Telecommunications Act of 1996. Without waiving the foregoing, BellSouth states that it has had experience with commercial arbitration in the resolution of disputes under interconnection agreements negotiated pursuant to 47 USC §252 and has found such arbitration to be expensive and unduly lengthy in nature. The Eighth Circuit Court of Appeals in <i>Iowa Utilities Board</i> ruled that the TRA is charged with the power to resolve disputes relating to interconnection agreements</p>

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			and BellSouth should not be forced to waive its right to seek resolution of such issues before the TRA.
17.	Should the Change Control Process be sufficiently comprehensive to ensure that there are processes to handle, at a minimum the following situations: (OSS, Attachment 7, Exhibit A)	Yes. Change Control should apply to the entire range of transactions required between AT&T and BellSouth in order for AT&T to utilize Services and Elements. Both electronic and manual interfaces and processes are required to establish and maintain a business relationship with BellSouth and conduct day-to-day business transactions. A comprehensive Change Control Process should provide "cradle to grave" coverage of the life cycle of an interface or process, and its supporting documentation (such as specifications, business rules, methods, and procedures). Thus, implementation of new interfaces, management of interfaces in production (including defect correction), and the retirement of interfaces should be addressed. Change Control should provide a normal process, an exception process, an escalation process, and a dispute resolution process with ultimate recourse to the Commission, mediation, or court adjudication. Additionally, a process by which the Change Control Process can be changed should be specified. The Change Control Process (CCP) BellSouth has proposed is not comprehensive. AT&T's proposal and the existing BST proposal are compared below.	The terms and conditions of the CCP, as well as the subjects to which it should apply, should be negotiated between the CCP participating members and cannot be properly arbitrated in a proceeding that involves only BellSouth and AT&T. Subject to this, BellSouth will respond to the individual items AT&T has identified through separate responses given below. To the extent such issues are arbitrated, the current CCP is more than adequate to serve the needs of the CLEC community and address AT&T's concerns
	Situation	CCP AT&T's View	CCP BellSouth's View
	a) introduction of new electronic interfaces?	Yes. The change control process should address the introduction of new electronic interfaces.	This subpart is addressed in the CCP today.
	b) retirement of existing interfaces?	Yes. The change control process should address the retirement of existing interfaces.	This subpart is addressed in the CCP today.
	c) exceptions to the process?	Yes. The change control process should address exceptions to the process.	The CCP is comprehensive and addresses 6 types of change requests. There is no value in adding an

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			additional type for exceptions.
	d) documentation, including training?	Yes. The change control process should include more detail pertaining to documentation of interfaces, including training in the use of such interfaces.	Documentation for the interfaces is addressed in CCP today. BellSouth is responsible for training and will update training documentation as needed when there are changes to the interfaces.
	e) defect correction?	Yes. The change control process should address defect corrections found in existing interfaces.	This subpart is addressed in CCP today.
	f) emergency changes (defect correction)?	Yes. The change control process should address defect corrections and provide emergency changes in existing interfaces.	This subpart is addressed in CCP today. Emergency changes are Type 1 changes.
	g) an eight step cycle, repeated monthly?	Yes. The change control process should include a detailed eight step process to implement changes in interfaces.	This subpart is addressed in CCP today. Type 1 issues has a 6 step process, Type 2-5 issues has a 10 step process, and Type 6 issues has an 8 step process.
	h) a firm schedule for notifications associated with changes initiated by BellSouth?	Yes. The change control process should include a provision for the firm schedule of notifications associated with changes initiated by BellSouth.	This subpart is addressed in CCP today. Software release notifications and documentation changes for business rules will be provided 30 days or more in advance of the implementation date for CLEC-impacting changes.
	i) a process for dispute resolution, including referral to state utility commissions or courts?	Yes. The change control process should include a detailed process for dispute resolution, including referral to a dispute resolution process.	This subpart is addressed in CCP today. The CCP maintains a dispute resolution process. In the event that an issue is not resolved through the CCP's escalation process, BellSouth and the affected CLEC(s) will form a Joint Investigative Team of Subject Matter Experts. If the dispute cannot be resolved after this step, then either party may file

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			an appropriate request for resolution of the dispute with the appropriate state commission.
	j) a process for the escalation of changes in process?	Yes. The change control process should include a detailed process to deal with escalation of changes needed in interfaces.	This subpart is addressed in CCP today.
	k) a process for changing the process	Yes. The Change Control Process should itself be subject to necessary change through a timely process that provides for an orderly, informed vote by all interested participants.	This subpart is addressed in CCP today.
18.	What should be the resolution of the following OSS issues currently pending in the change control process but not yet provided? (OSS, Attachment 7, Exhibit A)	<p>The issues AT&T is bringing forward for arbitration have been at issue between the parties for various periods of time. The CCP process is hostage to BellSouth's default power to implement or not implement any change at its option. This default power exists because the CCP process is not subject to regulatory oversight. Only arbitration provides AT&T with a means by which it can obtain the requested capabilities from BellSouth in an assured and timely manner.</p> <p>Further, in the absence of a binding methodology by which the industry can effect change, change can only be initiated by the actions of two parties which can then be expanded to incorporate others.</p>	Issues such as those delineated in this issue should be resolved in the CCP. These are industry issues more properly resolved in another forum and not in this two-party arbitration.
	a) parsed customer service records for pre-ordering?	BellSouth should provide parsed customer service records for preordering pursuant to industry standards. AT&T needs this in order to fully integrate its ordering systems with BellSouth's and to obtain the functionality now available to BellSouth. BellSouth's internal systems parse the sections and fields of the CSR as needed to meet software program requirements precluding the need for service representatives to re-enter CSR information when processing orders. This item has been an industry standard since the publication of the LSOG3 guidelines.	<p>This subpart is before the CCP. A CCP Change Request was submitted by AT&T requesting a parsed customer service record via TAG. A sub-team was formed in Oct 2000 to begin planning and analysis on the parsing of the CSR.</p> <p>BST currently provides the CLECs a stream of data via TAG. The stream of data is identified by section with each line uniquely identified and delimited. This is consistent with the data provided to BST's retail units.</p>

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	b) ability to submit orders electronically for all services and elements?	<p>BellSouth should provide the ability to submit orders electronically for all services and elements. Lack of electronic ordering increases the possibility of errors and increases costs. BellSouth reported order flow-through for business services for two years before taking the position that these requests do not flow through. BellSouth formerly claimed only that complex business requests did not flow through, but even then, BellSouth admits that its service representatives type their requests into a front end system (DOE or SONGS), which sends the request to SOCS, which then accepts valid requests and issues the required service orders. Examples of instances in which AT&T requires electronic ordering capability are the UNE Platform, handling of remaining service on partial migrations, use of LSR fields to establish proper billing accounts, ability to order xDSL loops, ability to order digital loops, ability to order complex directory listings, ability to order loops and LNP on a single order, and ability to change main account number on a single order.</p>	<p>Requests for changes or revisions to BellSouth's electronic interfaces to its OSS should be submitted through the CCP. This process allows BellSouth and the CLEC community to review, prioritize and manage changes and revisions to the electronic interfaces based on the needs of the CLEC participants. The CLEC participants control this process and the associated timelines. Although to BellSouth's knowledge no CLEC has submitted this request to the CCP, the CCP would be the appropriate forum to handle such a request.</p> <p>Non-discriminatory access to BellSouth's OSS does not mean that all services and elements must be ordered electronically with no manual handling. Some services, such as complex services, require manual handling by BellSouth's account teams for BellSouth retail customers. Processing of requests for CLECs may also require some manual processing for these same functions.</p>
	c) electronic processing after electronic ordering, without subsequent manual processing by BellSouth personnel?	<p>BellSouth should provide electronic processing after electronic ordering. See (b), above. Examples of instances in which AT&T submits electronic orders that are subsequently processed manually include LNP, UNE-P with LCC, and migrations merging existing accounts, related orders. AT&T has submitted change control requests and participated in other discussions aimed at improving the subsequent manual process pending full automation. Examples include worklist mechanization and a Flow-through Mechanization Project.</p>	<p>Requests for changes or revisions to BellSouth's electronic interfaces to its OSS should be submitted through the CCP. This process allows BellSouth and the CLEC community to review, prioritize and manage changes and revisions to the electronic interfaces based on the needs of the CLEC participants. The CLEC participants control this process and the associated</p>

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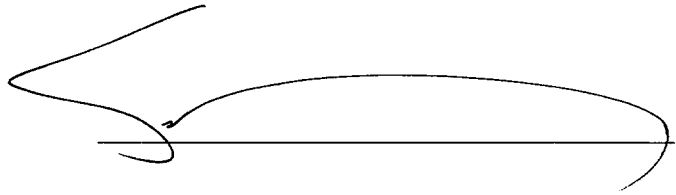
			<p>timelines. Although to BellSouth's knowledge no CLEC has submitted this request to the CCP, the CCP would be the appropriate forum to handle such a request.</p> <p>Non-discriminatory access to BellSouth's OSS does not mean that all services and elements must be ordered electronically with no manual handling. Some services, such as complex services, require manual handling by BellSouth's account teams for BellSouth retail customers. Processing of requests for CLECs may also require some manual processing for these same functions. Local service requests for some types of services are submitted electronically but "fall out" by design for processing. Even though the requests by design "fall out" for processing, electronic submission of the request improves the overall efficiency and effectiveness of order processing.</p>
19.	Should BellSouth provide AT&T with the ability to access, via EBI/ECTA, the full functionality available to BellSouth from TAFI and WFA? (OSS, Attachment 7)	Yes. TAFI is a non-integrateable interface so AT&T must make additional entries into its own maintenance and repair systems, while BellSouth need only make this entry once. EBI/ECTA is a machine-to-machine interface capable of integration but with limited functional capabilities. It is technically feasible to provide the full suite of TAFI functions via EBI/ECTA.	BellSouth provides AT&T with complete access to TAFI and has complied with the current standards for ECTA. Future enhancements to ECTA shall be through the CCP.

CERTIFICATE OF SERVICE

I hereby certify that on November 21, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

James Lamoureux, Esquire
AT&T
1200 Peachtree St., NE
Atlanta, GA 30309

A handwritten signature in black ink, appearing to read 'James Lamoureux', is written over a horizontal line. The signature is stylized with a large loop and a long horizontal stroke.